



279338

*Consent  
Decree*

*9/20/93*

*E.S.*



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

NOV 22 1993

REPLY TO THE ATTENTION OF:

**MEMORANDUM**

SUBJECT: Entry of United States v. Walerko Tool & Engineering Corporation cost recovery Consent Decree, Lusher Street Site, Elkhart, Indiana, Site #AB

FROM: Lynn Peterson, Chief *[Signature]*  
Solid Waste and Emergency Response Branch

TO: Jodi Traub, Acting Associate Division Director  
Waste Management Division

Robert Springer, Assistant Regional  
Administrator for Planning and Management

Attached please find a copy of the EPA Enforcement Accounts Receivable Control Number Form for the United States v. Walerko Tool & Engineering Corporation consent decree entered in the United States District Court, Northern District of Indiana, South Bend Division, on November 12, 1993. The settlement provides for payment of \$125,330 (100%) for past costs under Section 107 of CERCLA and \$19,670 in penalties for failure to provide timely responses to CERCLA Section 104(e) Information Requests. The payments will be made in installments over a four-year period. The Lusher Street site is comprised of a 46 square block area of mixed residential and industrial land use on the southwest side of Elkhart, Indiana. The defendant's facility is located at 1935 West Lusher Avenue in Elkhart.

Pursuant to Section V (reimbursement of response costs and payment of civil penalties) and Appendix A (payment schedule) of the consent decree, the defendant will make monthly payments into an interest-bearing trust account for the benefit of the United States. Twice a year, for four years, the trust corpus will be paid by EFT to the United States.

The attorney assigned to this case in the Office of Regional Counsel is Elizabeth Murphy. She may be contacted at 886 - 6731, if your staff have any questions.

Attachments

cc: Mary Ellen Ryan, Acting Chief  
Superfund Accounting Section (w/ attachments)

7/19/72  
E.S.

**EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM**

**Instructions for Completion (Check Applicable Description(s))**

**Non Superfund Administrative Orders and Settlements**

Regional Hearing Clerk prepares this form and sends a copy to FBM with copy of the order; FBM adds tracking number, then FBM sends copies of the form with copy of the first page of the order to the Program Office and ORC. Program Office sends copy of the CAFO transmittal letter to FMB. FBM collects payment.

**Superfund Administrative Orders and Settlements**

Waste Management prepares this form, and sends copies to the Clerk Docket Log [WMD], SFA [PMD], and ORC with copy of the order. FMB collects payment.

**Non Superfund Judicial Orders and Settlements**

ORC prepares this form, includes the form in its settlement sign-off package and sends copies to Tom Pernell [ORC], FBM, the Program Office and the Debt Tracking Officer, Environmental Enforcement Section, DOJ, Rm. 1647D, P.O. Box 7611, Benjamin Franklin Station, Washington, D.C. 20044, with a copy of the order. U.S. Attorney collects payment.

**X Superfund Judicial Orders and Settlements**

ORC prepares this form, includes the form in its settlement sign-off package and sends copies to Tom Pernell [ORC], Superfund Program Management Branch - Cost Recovery Unit [WM], and SFA. FMB collects payment.

**New Action**

**Modification of Existing Administrative or Judicial Action  
[Including Bankruptcy Stays or Discharges]**

\$125,330 Post Costs  
9,670 Penalties  
11 Actions X 591-411M

**Amount of Settlement**  
[If installment, attach schedule, dates, and amounts]  
**Docket Number**

*Section II and  
see Appendix A of C.D.*

AB **Superfund Site Specific Number**

**Waste Management Program Office**

Elizabeth Murphy <sup>ORC</sup> **Name of Person Preparing Form**

11/22/93 **Date of Preparation**

886-6731 CS-3T **Telephone Number and Office Code**

**To Be Completed By Financial Management Branch**

**IFMS Accounts Receivable Control Number**

**FBM Contact and Telephone Number**

002

RECEIVED

SEP 24 1993

At  
GERALDINE J. CROCKETT, Clerk  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
WALERKO TOOL & ENGINEERING  
CORPORATION,  
  
Defendant.

Civil Action No. S91-411M  
  
Hon. Robert L. Miller, Jr.

CONSENT DECREE

003

TABLE OF CONTENTS

I.	<u>BACKGROUND</u> . . . . .	.3
II.	<u>JURISDICTION</u> . . . . .	.4
III.	<u>PARTIES BOUND</u> . . . . .	.4
IV.	<u>DEFINITIONS</u> . . . . .	.5
V.	<u>REIMBURSEMENT OF RESPONSE COSTS</u> . . . . .	.7
VI.	<u>FAILURE TO MAKE TIMELY PAYMENTS</u> . . . . .	.8
VII.	<u>COVENANT NOT TO SUE BY PLAINTIFF</u> . . . . .	.9
VIII.	<u>COVENANTS BY DEFENDANT</u> . . . . .	.11
IX.	<u>EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION</u> . . . . .	12
X.	<u>RETENTION OF RECORDS</u> . . . . .	13
XI.	<u>NOTICES AND SUBMISSIONS</u> . . . . .	15
XII.	<u>RETENTION OF JURISDICTION</u> . . . . .	16
XIII.	<u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u> . . . . .	16
XIV.	<u>SIGNATORIES/SERVICE</u> . . . . .	16
	<u>APPENDICES</u> . . . . .	22

004

## I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 104(e) and 107 of the Comprehensive Environmental Response, Compensation, Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9604(e) and 9607, and Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927.

B. The United States in its complaint seeks: (1) reimbursement of response costs incurred by EPA and the Department of Justice for response actions in connection with the release or threatened release of hazardous substances at the Lusher Street Site in Elkhart, Indiana ("the Site"); and (2) civil penalties for Defendant's failure to timely respond to EPA's information requests dated March 26, 1990.

C. The release or threatened release of hazardous substances at or from the Site has caused the United States to incur response costs. From 1987 through August 31, 1988, in response to a substantial and imminent threat to human health posed by contamination of drinking-water by "hazardous substances" (as defined in CERCLA section 101(14); 42 U.S.C. § 9601(14)), including 1,1,1-trichloroethane and trichloroethylene, EPA conducted a removal action at the Site to provide alternative drinking-water supplies to affected businesses and residences.

This action included providing water filtration systems and municipal water-supply hook ups.

D. The United States and the Settling Defendant agree and this Court, by entering this Decree, finds that settlement of this matter will avoid further prolonged and complicated litigation and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 6928(a), 9604(e), 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendant. The Complaint of the United States a claim upon which relief can be granted. Solely for the purposes of this Consent Decree and the underlying Complaint, the Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or

personal property, shall in no way alter the status or responsibilities of the Settling Defendant under this Consent Decree.

#### IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Decree" shall mean this Decree and any attached appendices.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

e. "Interest" shall mean interest at the rate of 3.49 per cent compounded on an annual basis.

f. "National Contingency Plan" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated

pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, codified at 40 CFR Part 300, including but not limited to any amendments thereto.

g. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

h. "Parties" shall mean the United States and the Settling Defendant.

i. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs that EPA and the U.S. Department of Justice on behalf of EPA have incurred relating to the Site through the date of entry of this Consent Decree by the Court, plus accrued interest on all such costs through such date.

j. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

k. "Settling Defendant" shall mean Walerko Tool & Engineering Corporation, an Indiana corporation, located at 1935 West Lusher Street, Elkhart, Indiana.

l. "Site" shall mean the Lusher Street Superfund site, a forty-six square block residential and industrial area on the southwest side of Elkhart, Indiana.

m. "State" shall mean the State of Indiana.

n. "United States" shall mean the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Justice acting on behalf of the EPA.

**V. REIMBURSEMENT OF RESPONSE COSTS AND PAYMENT OF CIVIL PENALTIES**



4.a. Payment of Past Response Costs to the United States.

The Settling Defendants shall pay to the United States \$125,330 for Past Response Costs over a four year period. Payments shall be made according to the schedule attached to this Consent Decree (Appendix A) and subparagraph 4.c below. Interest, as defined in paragraph 3, on the declining principal balance shall begin to accrue on the first day of the first full month after the effective date of this Consent Decree.

b. Payment of Civil Penalties to the United States.

The Settling Defendants shall pay to the United States \$19,670 for civil penalties over a four year period. Payments shall be made according to the schedule attached to this Consent Decree (Appendix A) and subparagraph 4.c below. Interest, as defined in paragraph 3, on the declining principal balance shall begin to accrue on the first day of the first full month after the effective date of this consent decree.

c. Trust account.

No later than the fifth day of the first full month after the effective date of this Consent Decree, Settling Defendant shall establish an irrevocable, interest-bearing trust account for the benefit of the United States. Monthly payments for Past Response Costs and civil penalties shall be deposited into this trust account according to the schedule in Appendix A. Twice a year, for four years, beginning on the first day of the seventh month following the creation of the trust and thereafter on each anniversary date of the creation of the trust and on the first

day of the seventh month following the anniversary date, the trust corpus shall be paid by electronic funds transfer ("EFT" or wire transfer) to the U. S. Department of Justice Lockbox bank, referencing the CERCLA Site Number 05AB, the U.S. Department of Justice Case Number 90-11-3-776 and the U.S.A.O. file number 91-01028. Payment shall be made in accordance with instructions provided by the United States to the Settling Defendant upon execution of the Consent Decree. EFTs must be received at the U. S. Department of Justice lockbox bank by 11:00 A.M. (Eastern Time) in order to be credited on that day. The interest earned on the trust account may first be used to pay the reasonable expenses, subject to EPA's approval, of creating and maintaining the trust account. Thereafter, any other sums shall be paid directly to the United States with the corpus as provided above.

#### **VI. FAILURE TO MAKE TIMELY PAYMENTS**

5. Interest on Late Payments. In the event that any payment[s] required by Section V are not made when due, Interest, as provided for in Paragraphs 3 and 4, shall continue to accrue on the unpaid balance, through the date of payment.

6. Stipulated Penalty. If any amounts due to the United States under this Consent Decree are not paid as provided by Paragraph 4 a, b and c, the Settling Defendant shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$200 per day that such payment is late. Stipulated penalties are due and payable within 30 days of the Settling Defendant's receipt from EPA of a demand for payment of the

penalties. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," shall be mailed to U. S. Environmental Protection Agency, Region 5, ATTN: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673 and shall reference CERCLA Site ID Number 05AB and DOJ Case Number 90-11-3-776. Copies of check[s] paid pursuant to this Paragraph, and any accompanying transmittal letter, shall be sent to the United States as provided in Section XI (Notices and Submissions).

7. If the United States must bring an action to collect any payment required by this consent decree, the Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendant's failure to make timely payments required by this Decree.

#### VII. COVENANT NOT TO SUE BY PLAINTIFF

9. Covenant Not to Sue. Except as specifically provided in Paragraph 10, the United States covenants not to sue Settling Defendant under Sections 104(e) or 107 of CERCLA or Section 3007 of RCRA to recover Past Response Costs as defined under this Consent Decree or civil penalties for failure to respond to EPA requests for information served on March 26, 1990, May 21, 1990, and December 28, 1990, relating to the Site. This covenant not to sue extends only to the Settling Defendant and does not extend

to any other person. This covenant not to sue shall take effect upon timely deposit of the first payment into the trust fund required under Paragraph 4 above of this Consent Decree, and shall be conditioned upon timely deposits according to the payment schedule in Appendix A to this Consent Decree.

10. Reservation of Rights

a. General. The covenant not to sue set forth in the preceding paragraph does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters. Except as provided in the preceding paragraph, nothing contained herein shall in any way limit or restrict the response and enforcement authority of the United States to initiate appropriate action, either judicial or administrative, under Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9607, or any other provision of law, against Settling Defendant or against any other person or entity not a party to this Decree.

b. Specific reservations. The covenant not to sue set forth in Paragraph 9 above does not apply, inter alia, to the following:

- (1) claims based upon failure of Settling Defendant to meet the requirements of this Consent Decree;

- (2) claims for damages to natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6);
- (3) claims for costs incurred by any natural resources trustees;
- (4) claims based upon criminal liability;
- (5) claims for injunctive relief or administrative order enforcement under Section 106 of CERCLA;
- (6) claims for costs to be incurred by the United States in connection with the Site that are not within the definition of Past Response Costs set forth in Paragraph 3.

**VIII. COVENANTS BY SETTLING DEFENDANT**

11. Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States with respect to the Past Response Costs or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA §§ 106(b)(2), 111, 112, or 113, or any other provision of law, any claim against the United States or the State, including any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113 related to the Past Response Costs, or any claims arising out of response activities at the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of

a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

**IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

12. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

13. With regard to claims for contribution against Settling Defendant for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendant is entitled to protection from contribution actions or claims by any person not a party to this Consent Decree as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for response costs incurred by the United States at the site in connection with the release or threatened release of hazardous substances, including 1,1,1-trichloroethane and trichloroethylene, up to and including the date of entry of this Consent Decree.

14. Settling Defendant agrees that with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also agrees that with respect to any

suit or claim for contribution brought against it for matters related to this Consent Decree it will notify in writing the United States within 10 days of service of the complaint on it. In addition, Settling Defendant shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

15. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants Not to Sue by Plaintiff).

#### **X. RETENTION OF RECORDS**

16. Until six (6) years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person for

response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

17. At the conclusion of this document retention period, Settling Defendant shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendant shall deliver any such records or documents to the EPA. Settling Defendant may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide the plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiffs in redacted form to mask the privileged information only.

18. Settling Defendant hereby certifies that it has not altered, mutilated, discarded, destroyed or otherwise disposed of



any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA and Section 3007 of RCRA.

#### **XI. NOTICES AND SUBMISSIONS**

19. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendant, respectively.

##### **As to the United States:**

John C. Cruden  
Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
Re: DOJ No. 90-11-3-776

##### **As to EPA:**

Office of Regional Counsel  
Chief, Solid Waste and Emergency Response Branch  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Waste Management Division  
Chief, Emergency Response Branch  
United States Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604

As to Settling Defendant:

Dean M. Jeske  
Foley & Lardner  
One IBM Plaza  
Suite 3300  
330 North Wabash Avenue  
Chicago, Illinois 60611-3608

**XII. RETENTION OF JURISDICTION**

20. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

**XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

21. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

22. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

**XIV. SIGNATORIES/SERVICE**

25. The undersigned representative of Settling Defendant to this Consent Decree and the Chief for the Environmental Enforcement Section of the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

26. The Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree.


SO ORDERED THIS 12 DAY OF November, 1993.

  
United States District Judge


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Walerko Tool & Engineering Corporation, Civil Action No. S91-411M, relating to the Lusher Street Superfund Site.

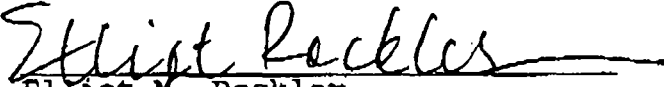
Date: 9-20-93

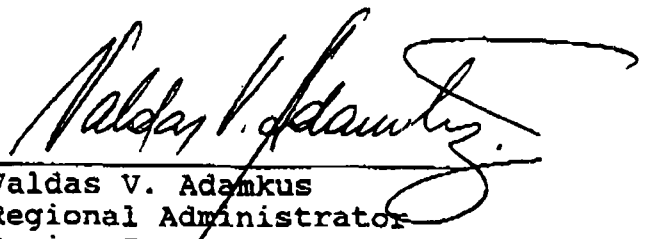
FOR THE UNITED STATES OF AMERICA

  
John C. Cruden, Chief  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Tenth & Constitution Avenues  
Washington, D.C. 20005

David Capp  
United States Attorney  
Northern District of Indiana

By:   
Assistant U.S. Attorney  
M01 Federal Building  
204 S. Main Street  
South Bend, IN 46601-2191

  
Elliot M. Rockler  
Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, DC 20005



Valdas V. Adamkus  
Regional Administrator  
Region 5  
U.S. Environmental Protection  
Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Walerko Tool & Engineering Corporation, Civil Action No. S91-411M, relating to the Lusher Street Superfund Site.

Date: 7/20/93

FOR DEFENDANT

Walerko Tool & Eng. Corp.

Edward M. Walerko

[Address]

1935 W. LUSHER AVE.

EIKHART, IN 46517

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Edward M. Walerko

Title:

VICE PRESIDENT

Address:

1935 W. LUSHER EIKHART, IN

46517

APPENDIX A: SETTLING DEFENDANT'S PAYMENT SCHEDULE

I. Past Costs

Principal = \$125,330

Monthly payments over 48 months = \$2,611.04

Interest at 3.49 %

6 mos:	\$125,330.00	x	.0175	=	\$2,193.28
12 mos:	109,663.76	x	.0175	=	1,919.12
18 mos:	93,997.52	x	.0175	=	1,644.96
24 mos:	78,331.28	x	.0175	=	1,370.80
30 mos:	62,665.04	x	.0175	=	1,096.64
36 mos:	46,998.80	x	.0175	=	822.48
42 mos:	31,332.56	x	.0175	=	548.32
48 mos:	15,666.32	x	.0175	=	274.16

TOTAL \$10,935.05

Monthly interest payments over 48 months = \$205.62

II. Civil Penalty

Penalty = \$19,670

Monthly payments over 48 months = \$409.79

Interest at 3.49 %

6 mos:	\$19,670.00	x	.0175	=	\$344.23
12 mos:	17,211.25	x	.0175	=	301.20
18 mos:	14,752.50	x	.0175	=	258.17
24 mos:	12,293.75	x	.0175	=	215.14
30 mos:	9,835.00	x	.0175	=	172.11
36 mos:	7,376.25	x	.0175	=	129.08
42 mos:	4,917.50	x	.0175	=	86.06
48 mos:	2,458.75	x	.0175	=	43.03

TOTAL \$1,716.20

Monthly interest payments over 48 months = \$32.27

III. Payments

A. Past Costs

Payment 1 (due on the first day of the first full month after the consent decree becomes effective)

through

Payment 47 (each payment due on the first day of the next 46 months):

\$2,611.04 (past cost) + \$205.62 (interest) = \$2,816.66

Payment 48 (due on the first day of the 48th month):

\$2,611.12 (past cost) + \$205.62 (interest) = \$2,816.74

B. Civil Penalty

Payment 1 (due on the first day of the first full month after the consent decree becomes effective)

through

Payment 47 (each payment due on the first day of the next 46 months):

\$409.79 (penalty) + \$32.27 (interest) = \$442.06

Payment 48 (due on the first day of the 48th month):

\$409.87 (penalty) + \$32.33 (interest) = \$442.20